

AGREEMENT BETWEEN THE PROVINCE OF NOVA SCOTIA AND THE PROJECT  
MANAGER

THIS AGREEMENT

Made as of the 19 day of OCTOBER in the year Two Thousand and Nine.

Between Her Majesty the Queen in right of Nova Scotia as represented by the Minister of  
Tourism, Culture and Heritage (hereinafter called the "Minister").

and MHPM Project Managers Inc.

(hereinafter called "Project Manager")

The Parties hereto agree as follows for the following project:

**Bluenose II Restoration**  
Project Number: G01-10-01-01

GLOBAL MARITIMES

To provide project management services as described herein and further described in the  
documents of Tender No. 60138465 dated October 2<sup>nd</sup>, 2009 for the  
stipulated sum of  
\$ 375,000.00.

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THIS CONTRACT made at Halifax in the Province of Nova Scotia this 2<sup>nd</sup> day of July, 2010.

BETWEEN:

**HER MAJESTY THE QUEEN**, in right of the Province of Nova Scotia,  
as represented by the Minister of Tourism, Culture and Heritage

(hereinafter called the 'Minister')

OF THE ONE PART

- and -

**LUNENBURG SHIPYARD ALLIANCE LIMITED**, a body corporate registered under the  
laws of the Province of Nova Scotia, having its head office at Lunenburg, Nova Scotia

(hereinafter called the 'Builder')

OF THE OTHER PART

**WHEREBY IT IS AGREED** that the Builder will perform the Work and deliver to the Minister the Vessel described herein and the Minister shall duly pay the Builder therefore all in accordance with the terms and conditions set forth in this Contract:

1. INTERPRETATION

1.1. In this Contract

- 1.1.1. 'Authorized Representative(s)' shall mean any person who has been designated in writing as having authority to act for the Minister or the Builder, as the case may be, and the extent of such authority shall be defined therein.
- 1.1.2. 'Benchmark Scope' shall mean the document attached hereto as Schedule 1, being the basis on which the Contract Price has been negotiated and agreed to by the parties hereto.
- 1.1.3. 'Builder's Financial Guarantee' shall mean the Guarantees acceptable in all respects to the Minister and attached hereto as Schedule 2.
- 1.1.4. 'Builder's Construction Manager' shall mean the person authorized in writing by the Builder, and confirmed in writing to the Minister as having authority to act on behalf of the Builder, in the discharge of the Builder's obligations hereunder. The authority of the Builder's Construction Manager includes, but is not limited to, the authority to sign Project Change Orders pursuant to Clause 6.
- 1.1.5. 'Builders Yard' shall mean the premises of the Builder located at Lunenburg Industrial Foundry, Lunenburg; Covey Island Boatworks, Riverport; and Snyder's Shipyard, Dayspring, all in Lunenburg County, Nova Scotia, Canada. For purposes of delivery of the Vessel as provided

**GLOBAL MARITIMES**

**AGREEMENT BETWEEN THE PROVINCE OF NOVA SCOTIA AND THE CONSULTANT**

**THIS AGREEMENT**

Made as of the 23<sup>rd</sup> day of December in the year Two Thousand and Nine.

Between Her Majesty the Queen in right of Nova Scotia as represented by the Minister of Tourism Culture & Heritage (hereinafter called the "Minister").

and (hereinafter called "Consultant")

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The Parties hereto agree as follows for the following project:

**Bluenose II Restoration**  
Project Number: G01-10-01-01

**GLOBAL MARITIMES**

To provide professional consulting services as described herein and further as per the attached Supplementary Conditions for the stipulated sum as follows:

a) BASIC SERVICES: Four hundred and forty thousand  
dollars (\$ 440,000.00 )

b) ADDITIONAL SERVICES:  
b1) Cost Consulting: To be confirmed dollars (\$ )

TOTAL CONTRACT AMOUNT: Four hundred and forty thousand  
dollars (\$ 440,000.00 )